

Section I

Part II -- Contract Clauses

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I.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at one of these addresses:

<http://www.arnet.gov/far/>; or

[http://professionals.pr.doe.gov/ma5/MA-](http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Acquisition+Regulation?OpenDocument)

[5Web.nsf/Procurement/Acquisition+Regulation?OpenDocument](http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Acquisition+Regulation?OpenDocument)

a. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

Number	Date	Title
52.203-3	Apr 1984	Gratuities
52.203-5	Apr 1984	Covenant Against Contingent Fees
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government
52.203-7	Jul 1995	Anti-Kickback Procedures
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper
52.207-5	Feb 1995	Option to Purchase Equipment
52.209-6	Jul 1995	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Jun 1999	Audit and Records -- Negotiation
52.215-8	Oct 1997	Order of Precedence -- Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-11	Oct 1997	Price Reduction for Defective Cost or Pricing Data -- Modifications
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data
52.215-13	Oct 1997	Subcontractor Cost or Pricing Data -- Modifications
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
52.215-17	Oct 1997	Waiver of Facilities Capital Cost of Money [Note: <i>Applicable if the Contractor did not include facilities capital cost of money as a proposed cost of this contract.</i>]
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications
52.219-8	Oct 2000	Utilization of Small Business Concerns
52.219-9	Jan 2002	Small Business Subcontracting Plan; Alternate II (Oct 2001)
52.219-16	Jan 1999	Liquidated Damages -- Subcontracting Plan
52.219-25	Oct 1999	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting
52.222-1	Feb 1997	Notice to the Government of Labor Disputes
52.222-2	Jul 1990	Payment for Overtime Premiums
52.222-3	Aug 1996	Convict Labor

Number	Date	Title
52.222-4	Sep 2000	Contract Work Hours and Safety Standards Act -- Overtime Compensation
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Dec 2001	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-41	May 1989	Service Contract Act of 1965, As Amended
52.223-3	Jan 1997	Hazardous Material Identification and Material Safety Data (Alternate I, July 1995)
52.223-5	Apr 1998	Pollution Prevention and Right-to-Know Information
52.223-6	May 2001	Drug-Free Workplace
52.223-10	Aug 2000	Waste Reduction Program
52.223-12	May 1995	Refrigeration Equipment and Air Conditioners
52.223-14	Oct 2000	Toxic Chemical Release Reporting
52.224-1	Apr 1984	Privacy Act Notification
52.224-2	Apr 1984	Privacy Act
52.225-1	Feb 2002	Buy American Act -- Balance of Payments Program -- Supplies
52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases
52.227-3	Apr 1984	Patent Indemnity
52.227-11	Jun 1997	Patent Rights -- Retention by the Contractor (Short Form) [Note: <i>applicable if the Contractor is a small-business or a non-profit entity</i>]
52.227-12	Jan 1997	Patent Rights -- Retention by the Contractor (Long Form) [Note: <i>applicable if the Contractor is NOT a small-business or non-profit entity</i>]
52.227-13	Jan 1997	Patent Rights -- Acquisition by the Government
52.227-14	Jun 1987	Rights in Data -- General (Alternate II, June 1987; Alternate III, June 1987)
52.227-16	Jun 1987	Additional Data Requirements
52.228-7	Mar 1996	Insurance -- Liability to Third Persons
52.230-2	Apr 1998	Cost Accounting Standards
52.230-3	Apr 1998	Disclosure and Consistency of Cost Accounting Practices [Note: <i>applicable if Contractor certifies it is eligible for and elects to use modified CAS coverage</i>]
52.230-5	Apr 1998	Cost Accounting Standards -- Educational Institution [Note: <i>applicable if Contractor is an educational institution</i>]
52.230-6	Nov 1999	Administration of Cost Accounting Standards
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Jun 1996	Interest
52.232-18	Apr 1984	Availability of Funds
52.232-20	Apr 1984	Limitation of Cost
52.232-22	Apr 1984	Limitation of Funds
52.232-23	Jan 1986	Assignment of Claims

Number	Date	Title
52.232-25	Feb 2002	Prompt Payment (Alternate I, February 2002)
52.232-33	May 1999	Payment by Electronic Funds Transfer -- Central Contractor Registration
52.233-1	Dec 1998	Disputes (Alternate I, December 1991)
52.233-3	Aug 1996	Protest after Award (Alternate I, June 1985)
52.237-2	Apr 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Jan 1991	Continuity of Services
52.237-7	Jan 1997	Indemnification and Medical Liability Insurance
52.239-1	Aug 1996	Privacy or Security Safeguards
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2001	Penalties for Unallowable Costs
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-10	Apr 1984	F.O.B Origin -- Government Bills of Lading or Prepaid Postage
52.242-13	Jul 1995	Bankruptcy
52.242-15	Aug 1989	Stop-Work Order (Alternate I, April 1984)
52.243-2	Aug 1987	Changes -- Cost Reimbursement (Alternate II, April 1984)
52.244-2	Aug 1998	Subcontracts (Alternate II, August 1998)
52.244-5	Dec 1996	Competition in Subcontracting
52.245-1	Apr 1984	Property Records
52.245-19	Apr 1984	Government Property Furnished "As Is"
52.246-25	Feb 1997	Limitation of Liability -- Services
52.247-1	Apr 1984	Commercial Bill of Lading Notations
52.247-63	Jan 1997	Preference for U.S.-Flag Air Carriers
52.248-1	Feb 2000	Value Engineering
52.249-6	Sep 1996	Termination (Cost Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.251-1	Apr 1984	Government Supply Sources
52.251-2	Jan 1991	Interagency Fleet Management System Vehicles and Related Services
52.253-1	Jan 1991	Computer Generated Forms

b. Department of Energy Acquisition Regulation (48 CFR Chapter 9) clauses:

Number	Date	Title
952.203-70	Dec 2000	Whistleblower Protection for Contractor Employees
952.204-2	May 2002	Security
952.204-70	Sep 1997	Classification/Declassification
952.204-71	Apr 1994	Sensitive Foreign Nations Controls
952.204-75	Dec 2000	Public Affairs
952.208-70	Apr 1984	Printing
952.217-70	Apr 1984	Acquisition of Real Property
952.223-72	Apr 1984	Nuclear Protection and Nuclear Criticality
952.223-75	Apr 1984	Preservation of Individual Occupational Radiation Exposure Records
952.224-70	Apr 1994	Paperwork Reduction Act
952.226-71	Jun 1996	Utilization of Energy Policy Act Target Entities
952.226-74	Jun 1997	Displaced Employee Hiring Preference

Number	Date	Title
952.227-9	Feb 1995	Refund of Royalties
952.242-70	Dec 2000	Technical Direction
952.247-70	Dec 2000	Foreign Travel
952.251-70	Dec 2000	Contractor Employee Travel Discounts
970.5204-2	Dec 2000	Laws, Regulations, and DOE Directives
970.5215-3	Dec 2000	Conditional Payment of Fee, Profit, or Incentives (Alternate I)
970.5226-2	Dec 2000	Workforce Restructuring under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993
970.5232-1	Dec 2000	Reduction or Suspension of Advance, Partial, or Progress Payments
970.5232-3	Dec 2000	Accounts, Records, and Inspection
970.5232-5	Dec 2000	Liability with Respect to Cost Accounting Standards
970.5232-6	Dec 2000	Work For Others Funding Authorization

I.2 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)

- a. The Contractor shall make the following notifications in writing:
 1. When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 2. The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- b. The Contractor shall:
 1. Maintain current, accurate, and complete inventory records of assets and their costs;
 2. Provide the ACO or designated representative ready access to the records upon request;
 3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- c. The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised

more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 180 to 30 days prior to the expiration date of the contract.

I.4 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within the period of performance stated within this Contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

I.5 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class*	Monetary Wage**	Fringe Benefits
Nurse, GS-09, (\$37,428)	\$17.93	\$4.31
Laboratory Technician, GS-07, (\$30,597)	\$14.66	\$3.53
Records Clerk, GS-05, (\$24,701)	\$11.83	\$2.85

*All grades are step 1. The fringe adder is 24.05%.

** Wage rate is salary/2087.

I.6 FAR 52.223-7 Notice of Radioactive Materials (January 1997)

- a. The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

- b. If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall:
 - 1. Be submitted in writing;
 - 2. State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - 3. Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- c. All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD-129 in effect on the date of the contract.
- d. This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.7 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I, Aug 2000)

- a. *Definitions.* As used in this clause:

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material".

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- b. The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

c. The Contractor, on completion of this contract, shall:

1. Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content; and
2. Submit this estimate to the Contracting Officer.

I.8 FAR 52.244-6 Subcontracts for Commercial Items (Dec 2001)

a. *Definitions.* As used in this clause:

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

b. To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

c. 1. The Contractor shall insert the following clauses in subcontracts for commercial items:

- i. 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- ii. 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).
 - iii. 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - iv. 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - v. 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
2. While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- d. The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.9 FAR 52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (Jun 1997)

- a. 1. In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid:
- i. By the Contractor under a cost-reimbursement contract; and
 - ii. By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
2. Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- b. The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration
ATTN: FWA
1800 F Street, NW
Washington, DC 20405

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting

documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

- c. Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.
- d. A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show:
 - 1. The name and address of the Contractor;
 - 2. The contract number including any alpha-numeric prefix identifying the contracting office;
 - 3. The name and address of the contracting office;
 - 4. The total number of bills submitted with the statement; and
 - 5. A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.10 DEAR 952.202-1 Definitions (Dec 2001)

- a. *'Head of Agency'* means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.
- b. *'Commercial component'* means any component that is a commercial item.
- c. *'Commercial item'* means:
 - 1. Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that --
 - i. Has been sold, leased, or licensed to the general public; or
 - ii. Has been offered for sale, lease, or license to the general public;
 - 2. Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
 - 3. Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for --
 - i. Modifications of a type customarily available in the commercial marketplace; or

- ii. Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the non-governmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- 4. Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3) or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- 5. Installation services, maintenance services, repair services, training services, and other services if:
 - i. Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3) or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
 - ii. The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government.
- 6. Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services:
 - i. "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
 - ii. "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- 7. Any item, combination of items, or service referred to in paragraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- 8. A non-developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

- d. '*Component*' means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
- e. '*Contracting Officer*' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- f. '*Non-Developmental item*' means:
 - 1. Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
 - 2. Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
 - 3. Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.
- g. Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders under this contract.
- h. The term *DOE* means the Department of Energy and *FERC* means the Federal Energy Regulatory Commission.

I.11 DEAR 952.203-70 Whistleblower Protection for Contractor Employees (Dec 2000)

- a. The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.
- b. The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE owned or leased sites.

I.12 DEAR 952.204-XX Conditional Payment of Fee or Profit--Safeguarding Restricted Data and Other Classified Information (Month and Year TBD)

- a. General.
 - 1. The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."

2. In addition to other remedies available to the Federal Government, if the contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information, the contracting officer may unilaterally reduce the amount of earned fee, fixed fee, or profit which is otherwise payable to the contractor in accordance with the terms and conditions of this clause.
 3. Any reduction in the amount of fee or profit earned by the contractor will be determined by the severity of the contractor's failure to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information pursuant to the degrees specified in paragraph (c) of this clause.
- b. Reduction Amount.
1. If it is found that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information, the contractor's earned or fixed fee, or profit may be reduced. Such reduction shall not be less than 51% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 26% nor greater than 50% for a second degree performance failure, and up to 25% for a third degree performance failure. The contracting officer may consider mitigating factors that may warrant a reduction below the specified range, including a determination that no reduction should be made (see 48 CFR 904.402(c)).
 2.
 - i. For purposes of this clause, the contracting officer will at the time of contract award allocate the total amount of fee or profit that is available under this contract to equal periods of 12 months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.
 - ii. The total amount of fee or profit that is subject to reduction under this clause, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the contractor in the period established pursuant to paragraph (b)(2)(i) of this clause in which a performance failure warranting a reduction occurs.
 3. For performance-based firm-fixed-price contracts, the contracting officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the safeguarding of Restricted Data and other classified information.
- c. Safeguarding Restricted Data and Other Classified Information. The degrees of performance failures relating to the contractor's obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:
1. First Degree: Performance failures that have been determined, in accordance with applicable DOE regulation or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following

performance failures or performance failures of similar import will be considered first degree:

- i. Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other classified information classified as Top Secret.
 - ii. Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Restricted Data, or other classified information that is classified as Top Secret.
 - iii. Failure to implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information classified as Top Secret.
2. Second Degree: Performance failures that have been determined, in accordance with applicable DOE regulation or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following performance failures or performance failures of similar import will be considered second degree:
- i. Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other classified information that is classified as Secret.
 - ii. Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Restricted Data, or other classified information that is classified as Secret.
 - iii. Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification.
 - iv. Failure to implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information classified as Secret.
3. Third Degree: Performance failures that have been determined, in accordance with applicable DOE regulation or directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following performance failures or performance failures of similar import will be considered third degree:

- i. Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other classified information that is classified as Confidential.
- ii. Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
- iii. Failure to identify or execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.
- iv. Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

I.13 DEAR 952.215-70 Key Personnel (Dec 2000)

- a. The personnel listed in Section H, clause H.3, are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:
 1. Notify the Contracting Officer reasonably in advance;
 2. Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
 3. Obtain the Contracting Officer's written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

- b. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

I.14 DEAR 952.216-7 Allowable Cost and Payment (Feb 2002) (Alternate II)

- a. *Invoicing.*
 1. The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) as supplemented by Subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR). The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable

detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

2. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
3. The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

b. *Reimbursing costs.*

1. For purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only:
 - i. Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - ii. When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for:
 - A. Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments will be made:
 1. In accordance with the terms and conditions of a subcontract or invoice; and
 2. Ordinarily prior to the submission of the Contractor's next payment request to the Government;
 - B. Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
 - C. Direct labor;
 - D. Direct travel;
 - E. Other direct in-house costs; and
 - F. Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
 - iii. The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

2. Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless:
 - i. The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - ii. The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
 3. Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
 4. Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- c. *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- d. *Final indirect cost rates.*
1. Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
 2.
 - i. The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
 - ii. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
 3. The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify:
 - i. the agreed-upon final annual indirect cost rates,
 - ii. the bases to which the rates apply,
 - iii. the periods for which the rates apply,

- iv. any specific indirect cost items treated as direct costs in the settlement, and
- v. the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

- 4. Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- 5. Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.
- 6.
 - i. If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may:
 - A. Determine the amounts due to the Contractor under the contract; and
 - B. Record this determination in a unilateral modification to the contract.
 - ii. This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- e. *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates:
 - 1. Shall be the anticipated final rates; and
 - 2. May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- f. *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- g. *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be:
 - 1. Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
 - 2. Adjusted for prior overpayments or underpayments.

h. *Final payment.*

1. Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
2. The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver:
 - i. An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
 - ii. A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except:
 - A. Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - B. Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
 - C. Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.15 DEAR 952.226-72 Energy Policy Act Subcontracting Goals and Reporting Requirements (Jun 1996)

- a. Definition -- Energy Policy Act target groups, as used in this clause, means:
 1. An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent:
 - i. Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

- ii. Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;
 2. Institutions of higher learning determined to be Historically Black Colleges and Universities by the Secretary of Education pursuant to 34 CFR 608.2; and
 3. Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.
- b. Goals. The contractor, in performance of this contract, agrees to provide its best efforts to award subcontracts to the following classes of entities:
1. Small business concerns controlled by socially and economically disadvantaged individuals or by women: _____ percent;
 2. Historically Black colleges and universities: _____ percent;
 3. Colleges or universities having a student body in which more than 20 percent of the students are Hispanic Americans or Native Americans: _____ percent.
- [These goals are stated in a percentage reflecting the relationship of estimated award value of subcontracts to the value of this contract and appear elsewhere in this contract.]
- c. Reporting requirements.
1. The contractor agrees to report, on an annual Federal Government fiscal year basis, its progress against the goals by providing the actual annual dollar value of subcontract payments for the preceding 12-month period, and the relationship of those payments to the incurred contract costs for the same period. Reports submitted pursuant to this clause must be received by the Contracting Officer (or designee) not later than 45 days after the end of the reporting period.
 2. If the contract includes reporting requirements under FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Subcontracting Plan, the contractor's progress against the goals stated in paragraph (b) of this clause shall be included as an addendum to Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, as applicable, for the period that corresponds to the end of the Federal Government fiscal year.

I.16 DEAR 952.227-82 Rights to Proposal Data (Apr 1994)

Except for technical data contained on pages _____ of the contractor's proposal dated _____, which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

I.17 DEAR 952.245-5 Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (Jan 1986)

a. Government-furnished property.

1. The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:
 - i. All or substantially all of the Contractor's business;
 - ii. All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
 - iii. A separate and complete major industrial operation connected with performing this contract.
2. The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").
3. The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
4. If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
5. If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property.

1. The Contracting Officer may, by written notice,
 - i. Decrease the Government-furnished property provided or to be provided under this contract, or

- ii. Substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract.

The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

- 2. Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any:

- i. Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or
- ii. Withdrawal of authority to use property, if provided under any other contract or lease.

c. Title.

- 1. The Government shall retain title to all Government-furnished property.
- 2. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.
- 3. Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon:
 - i. Issuance of the property for use in contract performance;
 - ii. Commencement of processing of the property for use in contract performance; or
 - iii. Reimbursement of the cost of the property by the Government, whichever occurs first.
- 4. All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

- d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

- e. Property administration.
 - 1. The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5 and the DOE Acquisition Regulation Subpart 945.5, as in effect on the date of this contract.
 - 2. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5 and DOE Acquisition Regulation Subpart 945.5.
 - 3. If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- g. Limited risk of loss.
 - 1. The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in paragraphs (g)(2) and (g)(3) of this clause.
 - 2. The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage):
 - i. That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
 - ii. That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
 - iii. For which the Contractor is otherwise responsible under the express terms of this contract;
 - iv. That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
 - v. That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish

and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

3.
 - i. If the Contractor fails to act as provided by subdivision (g)(2)(v) of this clause, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
 - ii. In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage:
 - A. did not result from the Contractor's failure to maintain an approved program or system; or
 - B. occurred while an approved program or system was maintained by the Contractor.
4. If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.
5. Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of:
 - i. The lost, destroyed, or damaged Government property;
 - ii. The time and origin of the loss, destruction, or damage;
 - iii. All known interests in commingled property of which the Government property is a part; and
 - iv. The insurance, if any, covering any part of or interest in such commingled property.

6. The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this paragraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.
7. The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.
8. In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.
9. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.
- h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for:
 1. Any delay in delivery of Government-furnished property;
 2. Delivery of Government-furnished property in a condition not suitable for its intended use;
 3. A decrease in or substitution of Government-furnished property; or

4. Failure to repair or replace Government property for which the Government is responsible.
- i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.
- j. Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government:
 1. May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
 2. Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (*e.g.*, abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- k. Communications. All communications under this clause shall be in writing.
- l. Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.18 DEAR 970.5204-3 Access to and Ownership of Records (Dec 2000)

- a. Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of the contract.
- b. Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

1. Employment-related records such as:
 - i. employee relations records;
 - ii. records on salary and employee benefits;
 - iii. labor negotiation records;
 - iv. employee concerns, and other employee related investigations conducted under an expectation of confidentiality; and
 - v. employee assistance program records;
2. Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
3. Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government;
4. Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
5. The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - i. Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - ii. The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - iii. Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- c. Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- d. Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract in the possession of the contractor, including those described at paragraph

- (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the contracting officer, the contractor shall deliver such records to a location specified by the contracting officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- e. Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- f. Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the contractor. In addition, the contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.
- g. Subcontracts. The contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:
1. The value of the subcontract is greater than \$2 million (unless specifically waived by the contracting officer);
 2. The contracting officer determines that the subcontract is, or involves, a critical task related to the contract; or
 3. The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

I.19 DEAR 970.5232-2 Payments and Advances (Dec 2000) (Alternate II)

- a. Payment of total available fee: Base Fee and Performance Fee. The base fee amount, if any, is payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with the clause of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Base fee amount and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the contracting officer. The contracting officer may offset against any such fee payment the amounts owed to the Government by the contractor, including any amounts owed for disallowed costs under this contract. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the contracting officer.
- b. Payments on Account of Allowable Costs. The contracting officer and the contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the contracting officer (for example, negotiated fixed

amounts) shall be made from advances of Government funds. When pension contributions are paid by the contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.

- c. Special financial institution account-use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Appendix-. No part of the funds in the special financial institution account shall be commingled with any funds of the contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the contracting officer. If the contracting officer determines that the balance of such special financial institution account exceeds the contractor's current needs, the contractor shall promptly make such disposition of the excess as the contracting officer may direct.
- d. Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the contractor hereunder is not a loan to the contractor, and will not require the payment of interest by the contractor, and that the contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.
- e. Financial settlement. The Government shall promptly pay to the contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the contracting officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after:
 - 1. Compliance by the contractor with DOE's patent clearance requirements, and
 - 2. The furnishing by the contractor of:
 - i. An assignment of the contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;
 - ii. A closing financial statement;
 - iii. The accounting for Government-owned property required by the clause entitled "Property"; and

- iv. A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:
 - A. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the contractor;
 - B. Claims, together with reasonable expenses incidental thereto, based upon liabilities of the contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the contractor on the date of the execution of the release; and provided further that the contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the contractor's right of action first accrues. In addition, the contractor shall provide prompt notice to the contracting officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause--, DEAR 970.5228-1, "Insurance-Litigation and Claims");
 - C. Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents; and
 - D. Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.
- 3. In arriving at the amount due the contractor under this clause, there shall be deducted,
 - i. Any claim which the Government may have against the contractor in connection with this contract, and
 - ii. Deductions due under the terms of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- f. Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the contracting officer shall prescribe.
- g. Discounts. The contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the contracting officer finds that action is not in the best interest of the Government.
- h. Collections. All collections accruing to the contractor in connection with the work under this contract, except for the contractor's fee and royalties or other income accruing to the contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for

payment of allowable costs under this contract, unless otherwise directed by the contracting officer.

- i. Direct payment of charges. The Government reserves the right, upon ten days written notice from the contracting officer to the contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the contractor therefore.
- j. Determining allowable costs. The contracting officer shall determine allowable costs in accordance with the Federal **Acquisition Regulation** subpart 31.2 and the Department of Energy **Acquisition Regulation** subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.
- k. (Alternate III, if contract with an integrated accounting system) Review and approval of costs incurred. The contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256), as amended. DOE, after audit and appropriate adjustment, will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the contractor in accordance with DOE accounting policies, but will not relieve the contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.
- k. (Alternate IV, if contract without an integrated accounting system) Certification and penalties. The contractor shall prepare and submit a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures incurred for the period covered by the Cost Statement. It is anticipated that this will be an annual submission unless otherwise agreed to by the contracting officer. The contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256), as amended.

I.20 DOE AL-2002-02 Lobbying Restrictions (Energy and Water Development Appropriations Act, 2002)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

I.21 DOE AL-2002-02 Lobbying Restrictions (Department of Interior and Related Agencies Appropriations Act, 2002)

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Section J

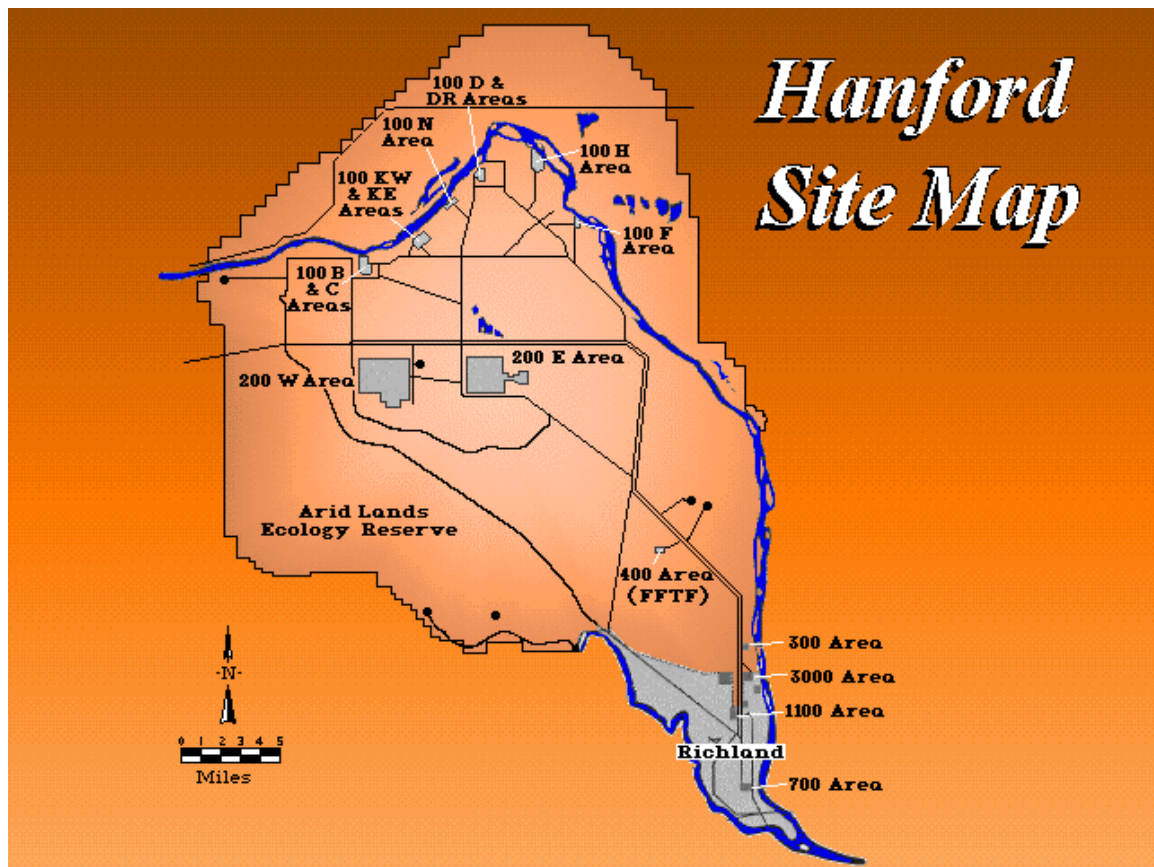
**Part III -- List of Documents, Exhibits,
and Other Attachments**

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J.1 Hanford Site Map

The Hanford Site is located in southeastern Washington and covers 540 square miles of land north of Richland, Washington. The site is bounded on the north and east by the Columbia River. Within the Hanford Site are several areas where former defense production facilities are located. The facilities operated by the occupational medical contractor are shown on the Hanford Site Map, below.



J.2 Government-Furnished Property

Government-furnished property associated with this contract may change during contract performance. The Government-furnished equipment as of May 14, 2002, is as follows:

Government-Furnished Property (GFP) Inventory						
Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
7405628	GENERATOR	ONAN	69.0DYA-1	RCHN	3080GWW	EDF
F256221	HOOD	PERMALAB METALA	B	700	748	INST DECON
F256222	HOIST	ELECTRO LIFT	HOIST	700	748	BODY WASH
F256223	INTERCOMMUNICATIO	HANFORD	INTERCOMMUNICATIO	700	748	TREATMENT
F256225	SHIELDING	SHOP MADE	SHIELDING	700	748	EDF
F256226	TABLE	SHOP MADE	TABLE	700	748	SURGERY
F256227	TABLE	SHOP MADE	TABLE	700	748	SURGERY
F256228	TUB	WELK BROTHERS	TUB	700	748	EXHAUST RM
F256230	TUB	WELK BROTHERS	TUB	700	748	BODY WASH
F256232	WASHER	CLARAGE	WASHER	700	748	EXHAUST RM
F257249	TUB	SHOP MADE	TUB	700	748	
F258223	TANK	HANFORD	WASTE TANK	700	748	UNDRGROUND
F265154	SAMPLER	SIEMEN FLANDERS	7045-NU FH	700	748	V&H ROOM
PX16408	COPIER	MINOLTA	3170	RCHN	3080GWW	33
WA84512	CAMERA	SONY	DXC182H	700	748	SURGERY
WA84513	CAMERA	SONY	DXC182H	700	748	SURGERY
WB50581	TELEVISION	SONY	TELEVISION	700	748	TREATMENT
WB95217	TELEVISION/PLAYER	MAXIVISION	13	RCHN	3080GWW	65
WB95219	TELEVISION/PLAYER	MAXIVISION	13	RCHN	3090GWW	418
WC13929	DEFIBRILLATOR	LIFE PAK	300	RCHN	3080GWW	54
WC17480	MONITOR	SUPERMAC	CM2086A3UY	RCHN	3090GWW	425
WC18041	PLAYER	PANASONIC	AG1150	RCHN	3090GWW	454A
WC19256	RECORDER	PANASONIC	AG513	RCHN	3090GWW	423
WC19258	RECORDER	PANASONIC	AG513	200W	2719WB	W33
WC19259	RECORDER	PANASONIC	AG513	RCHN	3090GWW	452
WC35287	AUDIOMETER	PROTEK	RA500	RCHN	3080GWW	73
WC35288	AUDIOMETER	PROTEK	RA500	RCHN	3080GWW	73
WC35289	AUDIOMETER	PROTEK	RA500	RCHN	3080GWW	73
WC35290	AUDIOMETER	PROTEK	RA500	RCHN	3080GWW	73
WC36043	EMBOSSER	DATA CODE	220	RCHN	3080GWW	30
WC38023	POWER SYSTEM	BEST	FD5.3KVA	RCHN	3070GWW	226
WC38024	POWER SYSTEM	BEST	FD5.3KVA	RCHN	3070GWW	226
WC38678	STRESS TESTER	QUINTON	Q4500	RCHN	3080GWW	86
WC40148	ELECTROCARIOGRAPH	SCHILLER	AT6	RCHN	3080GWW	84
WC40218	ANALYSIS SYSTEM	SENSORMEDICS	2900	RCHN	3080GWW	84
WC40271	OXYGEN METER	OXYLOG	OXYGEN METER	RCHN	3080GWW	25

Government-Furnished Property (GFP) Inventory						
Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC45001	TONOMETER	REICHERT	12430	RCHN	3080GWW	81
WC45006	CARDIOGRAPH	HEWLETT PACKARD	M1700A	RCHN	3080GWW	81
WC45068	DEFIBRILLATOR	PHYSIO CONTROL	DEFIBRILLATOR	RCHN	3080GWW	54
WC45084	DEFIBRILLATOR	LIFE PAK	9P	200E	2719EA	HCC
WC45089	BOOTH	INDUSTRIAL ACOUSTIC	BOOTH	RCHN	3080GWW	73
WC53337	COMPUTER	DELL COMPUTER	OPTIPLEX XL590	RCHN	3090GWW	428B IS STORAGE
WC53338	DRYER	OLYMPIC MEDICAL	54343	RCHN	3080GWW	74
WC53384	ANALYZER	COULTER	MD16	RCHN	3090GWW	426
WC54531	EXAMINATION TABLE	MIDMARK	411	200E	2719EA	HCC
WC54532	EXAMINATION TABLE	MIDMARK	411	RCHN	3080GWW	60
WC54533	EXAMINATION TABLE	MIDMARK	411	RCHN	3080GWW	56
WC54534	EXAMINATION TABLE	MIDMARK	411	200E	2719EA	HCC
WC54535	EXAMINATION TABLE	MIDMARK	411	RCHN	3080GWW	25
WC54536	EXAMINATION TABLE	MIDMARK	411	RCHN	3080GWW	54
WC54537	EXAMINATION TABLE	MIDMARK	411	RCHN	3080GWW	52
WC54538	MICROSCOPE	MARCO	B	200E	2719EA	HCC
WC54945	FACSIMILE	CANON	LC7500	RCHN	3080GWW	76
WC54989	FACSIMILE	CANON	LC7500	RCHN	3090GWW	411
WC55152	EXAMINATION TABLE	MIDMARK	411009	RCHN	3080GWW	46
WC55153	EXAMINATION TABLE	MIDMARK	411009	RCHN	3080GWW	58
WC55154	EXAMINATION TABLE	MIDMARK	411009	RCHN	3080GWW	42
WC55155	EXAMINATION TABLE	MIDMARK	411009	RCHN	3080GWW	44
WC55176	WORK CUBE	ADVANCED THERAPY	WC100	RCHN	3090GWW	474
WC55194	TREADMILL	QUINTON	Q55	RCHN	3090GWW	474
WC56196	CARDIOGRAPH	HEWLETT PACKARD	M1700A	RCHN	3080GWW	83
WC56352	COMPUTER	DELL COMPUTER	5100GXM	RCHN	3090GWW	452
WC56355	COMPUTER	DELL COMPUTER	5100GXM	RCHN	3080GWW	
WC56378	COMPUTER	DELL COMPUTER	5100GXM	RCHN	3090GWW	452A
WC58514	COMPUTER	DELL COMPUTER	5100GXM	RCHN	3090GWW	452
WC58530	FILE SERVER	AST RESEARCH	2003D	RCHN	3090GWW	402
WC58739	PASTEURIZER	CONTROL	540	RCHN	3080GWW	74
WC58751	COMPUTER	DELL COMPUTER	H266	RCHN	3090GWW	
WC58752	COMPUTER	DELL COMPUTER	4100/200	RCHN	3090GWW	428A SERVER ROOM
WC58753	COMPUTER	DELL COMPUTER	4100/200	RCHN	3090GWW	428B

Government-Furnished Property (GFP) Inventory						
Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC58754	COMPUTER	DELL COMPUTER	H266	RCHN	3080GWW	79
WC58755	COMPUTER	DELL COMPUTER	H266	RCHN	3080GWW	72
WC58756	COMPUTER	DELL COMPUTER	H266	RCHN	3080GWW	83
WC58757	COMPUTER	DELL COMPUTER	H266	RCHN	3080GWW	70
WC58758	COMPUTER	DELL COMPUTER	H266	RCHN	3080GWW	81
WC58761	COMPUTER	DELL COMPUTER	OPTIPLEX GXI	RCHN	3090GWW	OFFSITE
WC62551	COMPUTER	DELL COMPUTER	TS30G	RCHN	3090GWW	452
WC62553	XRAY MACHINE	XRAY MARKETING ASSOC	A360	RCHN	3080GWW	88
WC62560	PROJECTOR	EPSON	ELP5000	RCHN	3080GWW	87
WC62567	COMPUTER	DELL COMPUTER	OPTIPLEX GXO	RCHN	3090GWW	422
WC62569	COMPUTER	DELL COMPUTER	POWER EDGE 4200	RCHN	3090GWW	402
WC62589	COMPUTER	DELL COMPUTER	OPTIPLEX GXO	RCHN	3090GWW	413
WC66444	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	24
WC66445	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	RM30/DAILY DESK
WC66446	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	STOREROOM
WC66447	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	STOREROOM
WC66448	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	483
WC66449	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	464
WC66450	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	STOREROOM
WC66451	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	24
WC66452	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	95
WC66453	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	95
WC66454	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	451
WC66455	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	STOREROOM
WC66456	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	OPC
WC66457	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	STOREROOM
WC66458	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3080GWW	24
WC66459	COMPUTER	DELL COMPUTER	GX1108860133	RCHN	3090GWW	464
WC67511	COMPUTER	DELL COMPUTER	POWER EDGE 4200	RCHN	3090GWW	428A/SERVER
WC67512	COMPUTER	DELL COMPUTER	POWER EDGE 4200	RCHN	3090GWW	428A/SERVER
WC67514	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	426
WC67515	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	455
WC67517	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	33
WC67518	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	435
WC67519	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	31

Government-Furnished Property (GFP) Inventory						
Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC67522	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	71
WC67523	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	85
WC68891	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	402
WC68892	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	449
WC68893	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	421
WC68894	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	402/VACANT
WC68895	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	402/VACANT
WC68896	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	97
WC68897	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	445
WC68898	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	402
WC68899	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	429
WC68900	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	402
WC68901	COMPUTER	DELL COMPUTER	410	RCHN	3090GWW	445
WC68931	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC68932	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC68933	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	XRAY
WC68934	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	TESTING 1
WC69023	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	405
WC69024	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	426
WC69025	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	453
WC69026	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	409
WC69027	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	400
WC69028	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	428B/STORAGE
WC69029	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	457
WC69030	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	402/VACANT
WC69031	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	452
WC69032	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	407
WC69033	COMPUTER	DELL COMPUTER	POWER EDGE 4300	RCHN	3090GWW	428A/SERVER
WC69038	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	439
WC69039	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	87
WC69040	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	89
WC69041	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	425
WC69042	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	54
WC69043	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	431
WC69044	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	425
WC69045	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	29

Government-Furnished Property (GFP) Inventory						
Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC69046	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	52
WC69047	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	25
WC69048	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	99
WC69050	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	403
WC69535	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3080GWW	67
WC69536	COMPUTER	DELL COMPUTER	OPTIPLEX G1	RCHN	3090GWW	443
WC69537	COMPUTER	DELL COMPUTER	POWER EDGE 4300	RCHN	3090GWW	428A/SERVER
WC69538	COMPUTER	DELL COMPUTER	POWER EDGE 4300	RCHN	3090GWW	428A/SERVER
WC70670	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	TREATMENT 3
WC70671	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	TREATMENT 2
WC70672	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC70673	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	476
WC70674	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC70675	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC70676	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC70677	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	59
WC70678	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	TREATMENT 1
WC70679	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC70680	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC70681	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	441
WC70682	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC70683	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	413
WC70684	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	101
WC70685	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC70686	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	EXAM 1
WC70687	COMPUTER	DELL COMPUTER	GX110	200W	2719WB	AUDIO
WC70688	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	51
WC70689	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC70690	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	401
WC70691	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	411
WC70692	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428
WC70693	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	447
WC70703	COMPUTER	DELL COMPUTER	PP01S	RCHN	3090GWW	428
WC70704	COMPUTER	DELL COMPUTER	PP01S	RCHN	3090GWW	428A
WC70705	COMPUTER	DELL COMPUTER	PP01S	RCHN	3090GWW	428A
WC70706	COMPUTER	DELL COMPUTER	PP01S	RCHN	3090GWW	428A

Government-Furnished Property (GFP) Inventory						
Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC70711	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	426
WC70712	COMPUTER	DELL COMPUTER	GX110	700	748	ADMIN
WC70713	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	428/STORAGE
WC70714	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	88
WC71000	PROJECTOR	INFOCUS	LP770	RCHN	3090GWW	428
WC71001	PROJECTOR	INFOCUS	LP770	RCHN	3090GWW	454A
WC71013	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	454A/CONF
WC71021	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	412/PCR
WC76506	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	485
WC76507	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	426
WC76508	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76509	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76510	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	426
WC76511	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	76
WC76512	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	76
WC76513	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76514	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	426
WC76515	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	426
WC76516	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76517	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	33
WC76518	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	30
WC76519	COMPUTER	DELL COMPUTER	GX110	RCHN	3080GWW	35
WC76538	FACSIMILE	CANON	CFXL3500IF	RCHN	3090GWW	478
WC76539	FACSIMILE	CANON	CFXL3500IF	RCHN	3080GWW	29
WC76540	COMPUTER	DELL COMPUTER	GX110	RCHN	3090GWW	426
WC76546	FACSIMILE	CANON	CFXL3500IF	RCHN	3090GWW	400
WC76547	FACSIMILE	CANON	CFXL3500IF	700	748	
WC76548	FACSIMILE	CANON	CFXL3500IF	RCHN	3080GWW	OPC
WC76549	FACSIMILE	CANON	CFXL3500IF	RCHN	3090GWW	459
WC76550	FACSIMILE	CANON	CFXL3500IF	RCHN	3080GWW	93
WC76551	FACSIMILE	CANON	CFXL4500IF	RCHN	3080GWW	30
WC76554	FACSIMILE	CANON	CFXL3500IF	200W	2719WB	LOBBY
WC76564	COMPUTER	DELL COMPUTER	GX150	RCHN	3090GWW	439
WC76565	COMPUTER	DELL COMPUTER	GX150	RCHN	3080GWW	30
WC76569	CARDIOGRAPH	HEWLETT PACKARD	M1700A	200W	2719WB	TESTING 1 W30
WC76572	COMPUTER	DELL COMPUTER	GX150	RCHN	3080GWW	99

Government-Furnished Property (GFP) Inventory						
Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC76573	COMPUTER	DELL COMPUTER	GX150	RCHN	3090GWW	428/STORAGE
WC77900	COMPUTER	DELL COMPUTER	LATITUDE C810	RCHN	3090GWW	426
WC77901	COMPUTER	DELL COMPUTER	LATITUDE C810	RCHN	3090GWW	426
WC77902	COMPUTER	DELL COMPUTER	LATITUDE C810	RCHN	3090GWW	426
WC77903	COMPUTER	DELL COMPUTER	LATITUDE C810	RCHN	3090GWW	426
WC77904	COMPUTER	DELL COMPUTER	LATITUDE C810	RCHN	3090GWW	426
WC77905	COMPUTER	DELL COMPUTER	PRECISION 340	RCHN	3090GWW	
WC77906	COMPUTER	DELL COMPUTER	PRECISION 340	RCHN	3090GWW	
WC77907	COMPUTER	DELL COMPUTER	PRECISION 340	RCHN	3090GWW	
WC77908	COMPUTER	DELL COMPUTER	PRECISION 340	RCHN	3090GWW	
WC77909	COMPUTER	DELL COMPUTER	PRECISION 340	RCHN	3090GWW	
WC77910	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC77911	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC77912	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC77913	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC77914	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC77915	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC77916	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC77917	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC77918	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC77919	COMPUTER	DELL COMPUTER	GX240	RCHN	3090GWW	
WC78000	COMPUTER	DELL COMPUTER	GX150	RCHN	3080GWW	84/LIBRARY
WC78001	AUDIOMETER	TREMETRICS	RA500	200W	2719WB	STORAGE
WC78002	AUDIOMETER	TREMETRICS	RA500	200W	2719WB	AUDIO
WC78003	AUDIO BOOTH	ECKOUSTIC	CL12	200W	2719WB	AUDIO
WC78004	SPIROMETER	SENSOR MEDICS	762600	200W	2719WB	TEST1
WC78005	TONOMETER	LEICHA MICROSYSTEMS	AT550	RCHN	3090GWW	
WC78006	XRAY SYSTEM	XMA	A360	200W	2719WB	XRAY
WC78007	SPIROMETER	SENSOR MEDICS	762600	200W	2719WB	TEST2
WC78008	TONOMETER	LEICHA MICROSYSTEMS	XPRT NCT PLUS	200W	2719WB	TEST2
WC78009	CAMERA	SONY	MVCFD75	RCHN	3090GWW	421
WC78010	STRESS TEST SYSTEM	QUINTON	NP200115	RCHN	3090GWW	474
WC78012	SPIROMETER	SENSOR MEDICS	762600	RCHN	3080GWW	79
WC78013	TONOMETER	LEICHA MICROSYSTEMS	AT550	RCHN	3080GWW	83
WC78014	SPIROMETER	SENSOR MEDICS	762600	RCHN	3080GWW	81
WC78015	TONOMETER	LEICHA MICROSYSTEMS	XPRT NCT PLUS	RCHN	3080GWW	82

Government-Furnished Property (GFP) Inventory						
Identifier	Official Name	Manufacturer	Model/Number/Name	Area	Building	Room
WC78016	SPIROMETER	SENSOR MEDICS	762600	RCHN	3080GWW	79
WC78017	TONOMETER	REICHERT	13900	RCHN	3080GWW	79
WC78018	AUDIOMETER	TREMETRICS	RA500	RCHN	3080GWW	73
WC78019	SPIROMETER	SENSOR MEDICS	762600	RCHN	3080GWW	72
WC78020	SPIROMETER	SENSOR MEDICS	762600	RCHN	3080GWW	70
WC78021	TONOMETER	LEICHA MICROSYSTEMS	XPRT NCT PLUS	RCHN	3080GWW	70
WC78022	CAMERA	SONY	MVCFD75	RCHN	3080GWW	57
WC78023	PLASMA MONITOR	NEC	42MP2	RCHN	3080GWW	84
WC78024	CARDIOGRAPH	HEWLETT PACKARD	M1700A	200W	2719WB	TESTING 2 W30
WC78025	SLIT LAMP	NIKON	NS1	RCHN	3080GWW	EYE WASH
WC78043	MICRO PRINTER	CANON	DMP400	RCHN	3090GWW	459
WC78044	MICRO PRINTER	CANON	DMP400	RCHN	3080GWW	MED*RECORDS
WC78048	FILESERVER	DELL COMPUTER	POWER EDGE 2550	RCHN	3090GWW	SERVER
WC78049	FILESERVER	DELL COMPUTER	POWER EDGE 6450	RCHN	3090GWW	SERVER
WC78050	FILESERVER	DELL COMPUTER	POWER EDGE 6450	RCHN	3090GWW	SERVER
WC78051	CARDIOGRAPH	HEWLETT PACKARD	M1700A	RCHN	3080GWW	79
WC78052	CARDIOGRAPH	HEWLETT PACKARD	M1700A	200W	2719WB	
WC78053	CARDIOGRAPH	HEWLETT PACKARD	M1700A	RCHN	3080GWW	81
WC78056	COMPUTER	DELL COMPUTER	PRECISION M40	RCHN	3090GWW	429
WC78057	COMPUTER	DELL COMPUTER	PRECISION M40	RCHN	3090GWW	429
WC78075	MICRO PRINTER	CANON	DMP400	RCHN	3080GWW	MED*RECORDS
WC78076	TONOMETER	REICHERT	13900	RCHN	3090GWW	72

J.3 Health Care Center Description

There is a Health Care Center located in the 200 West Area of the Hanford Site, that is staffed by the Occupational Medical Contractor to provide first aid services to workers in the adjacent areas. This center is shown on the site map in Subsection J.1. The Health Care Center consists of office space, examination/treatment rooms, storage rooms, etc. as shown on the floor plan in Figure J.3-1, below.

J.4 RESERVED

J.5 Key Personnel

The key personnel in accordance with Section H.3, *Key Personnel Requirements*, are:

Principal Contract Manager ¹	_____
Site Medical Director	_____
Clinic Director	_____
Case Manager	_____
Substance Abuse Manager/Medical Review Officer	_____

J.6 Small, Small Disadvantaged, Veteran, and Women-Owned Small Business Subcontracting Plan

Requirements for the preparation of this plan are found in Section I.1, *Clauses Incorporated by Reference*. The following _____ pages contain the Small, Small Disadvantaged, Veteran, Service Disabled Veteran, and Women-Owned Small Business Subcontracting Plan.

¹ Title is at the discretion of the contractor.

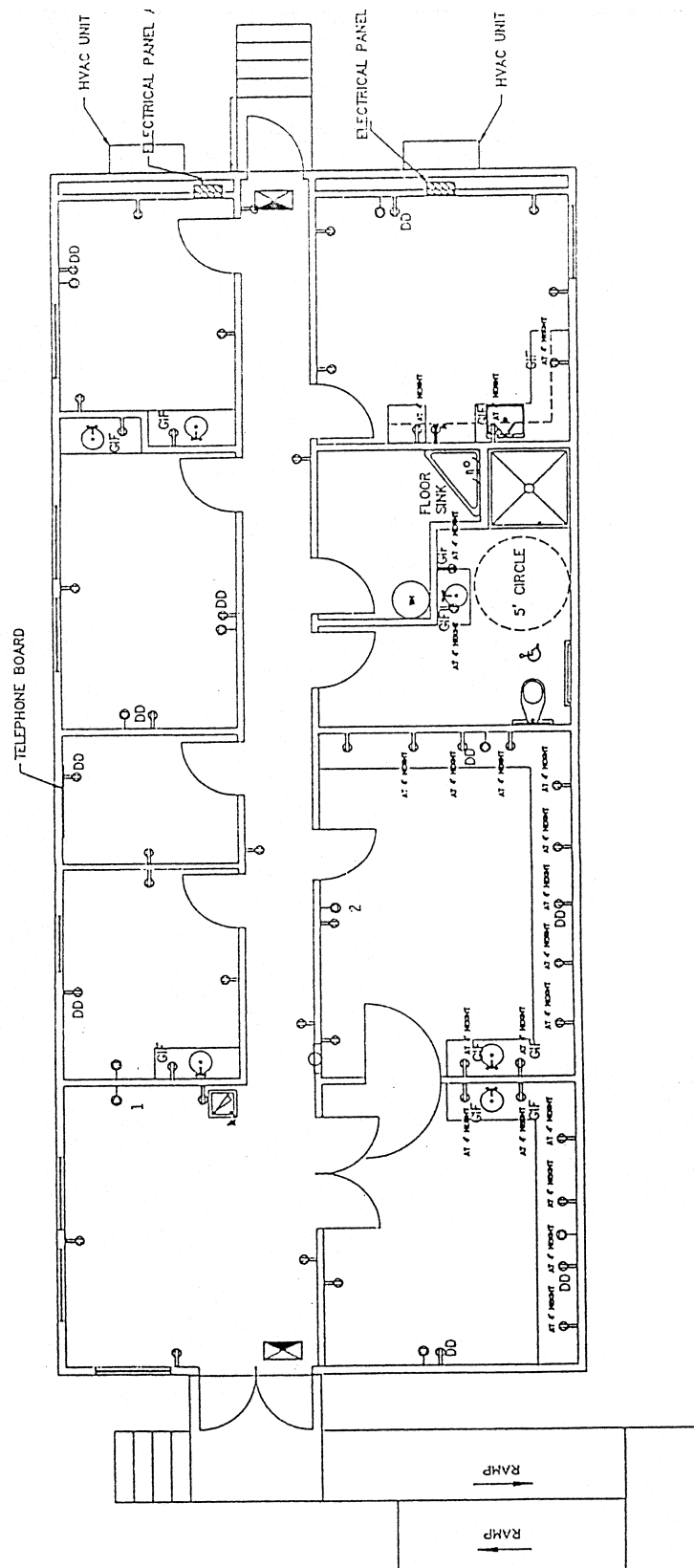


Figure J.3-1: 200 West Health Care Center Floor Plan

J.7 List of Applicable Directives

The Directives listed below can be obtained from the following websites:

DOE Directives: <http://www.directives.doe.gov/>

DOE-RL CRD Supplements: <http://rims.rl.gov/ch00l013.htm>

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
RRD 002	The Department of Energy Richland Operations Office (RL) Software Quality Assurance Requirement Document (SQARD)	Rev 0, February 2002	N/A
DOE-RL 94-02	Hanford Emergency Response Plan	Current Version	N/A
CRD DOE O 110.3	Conference Management	05/08/00	N/A*
CRD DOE O 130.1	Budget Formulation Process	09/29/95	None
CRD DOE N 142.1	Unclassified Foreign Visits and Assignments	07/14/99	Rev 0
CRD DOE O 151.1A	Comprehensive Emergency Management System	11/01/00	None
CRD DOE M 200.1-1 (Chapter 9 only)	Public Key Cryptography and Key Management	02/15/00	Rev 0
CRD DOE O 200.1	Information Management Program	09/30/96	Rev 0
CRD DOE N 205.1	Unclassified Cyber Security Program	07/26/99	Rev 0
CRD DOE N 205.2	Foreign National Access to DOE Cyber Systems	11/01/99	None
CRD DOE N 205.3	Password Generation, Protection, and Use	11/23/99	None
CRD DOE N 205.4	Handling Cyber Security Alerts and Advisories and Reporting Cyber Security Incidents	03/18/02	Rev 0
CRD DOE O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	03/22/01	None
CRD DOE O 221.2	Cooperation With the Office of Inspector General	03/22/01	None
DOE - 0223	RL Emergency Implementing Procedures	Current Version	N/A
CRD DOE O 225.1A	Accident Investigations	11/26/97	None

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
CRD DOE O 231.1, Ch 1-2	Environment, Safety, and Health Reporting	09/30/95	None
CRD DOE O 232.1A	Occurrence Reporting and Processing of Operations Information	07/21/97	Rev 0
CRD DOE O 241.1A	Scientific and Technical Information Management	04/09/01	None
CRD DOE O 251.1A	Directives System	01/30/98	None
CRD DOE O 413.1A	Management Control Program	04/18/02	None
CRD DOE O 414.1A	Quality Assurance	09/29/99	None
CRD DOE O 420.1A	Facility Safety	05/20/02	Rev 0
CRD DOE O 440.1A	Worker Protection Management for DOE Federal and Contractor Employees	03/27/98	None
CRD DOE O 442.1A	Department of Energy Employee Concerns Program	06/06/01	Rev 0
CRD DOE O 443.1	Data Protection Board for Human Subjects Research	05/15/00	None
CRD DOE N 450.4	Assignment of Responsibilities for Executive Order 13148, Greening of the Government Through Leadership in Environmental Management	02/05/01	None
CRD DOE O 470.1, Ch 1	Safeguards and Security Program	09/28/95	Rev 1
CRD DOE N 470.2	Unofficial Foreign Travel	12/15/00	None
CRD DOE O 470.2A	Safeguards and Security Independent Oversight Program	03/01/00	None
CRD DOE M 471.2-1B	Classified Matter Protection and Control Manual	01/06/99	Rev 1
CRD DOE M 471.2-1C	Classified Matter Protection and Control Manual	04/17/01	Rev 0

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
CRD DOE O 471.2A	Information Security Program	03/27/97	Rev 1
CRD DOE N 471.3	Reporting Incidents of Security Concern	04/13/01	Rev 0
CRD DOE O 472.1B	Personnel Security Activities	03/24/97	None
RLID 473.2	Hanford Site Access Eligibility	04/28/97	N/A
CRD DOE N 473.4	Department of Energy Badges	05/26/00	None
CRD DOE O 481.1B	Work For Others (Non-Department of Energy Funded Work)	09/28/01	Rev 0
CRD DOE O 534.1A	Accounting	07/05/01	Rev 0
CRD DOE O 551.1A	Official Foreign Travel	08/25/00	Rev 1
DOE O 1220.1A, Ch 1	Congressional and Intergovernmental Affairs	04/09/92	N/A
DOE O 1230.2	American Indian Tribal Government Policy	04/08/92	N/A
DOE O 1340.1B	Management of Public Communications Publications, and Scientific, Technical and Engineering Publications	01/07/93	N/A
DOE O 1350.1, Ch 1	Audiovisual and Exhibits Management	10/28/81	N/A
DOE O 2110.1A, Ch 1-2	Pricing of Departmental Materials and Services	07/14/88	N/A
DOE O 3790.1B (Chapter 8 only)	Federal Employee Occupational Safety and Health Program	01/07/93	N/A
DOE O 5400.1, Ch 1	General Environmental Protection Program	06/29/90	N/A
DOE O 5400.5, Ch 1-2	Radiation Protection of the Public and the Environment	02/08/90	N/A
DOE O 5480.4, Ch 1-4	Environmental Protection, Safety, and Health Protection Standards	05/15/84	N/A
CRD DOE M 5632.1C-1, Ch 1	Manual for Protection and Control of Safeguards and Security Interests	04/10/96	Rev 2
DOE O 5632.1C	Protection and Control of Safeguards and Security Interests	07/15/94	N/A
DOE O 5670.3	Counterintelligence Program	09/04/92	N/A
RLID 5670.3A	Counterintelligence Program	05/22/97	N/A

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
EO 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	N/A	N/A

* CRD DOE O 110.3 (Conference Management) can be found at <http://rims.rl.gov/rm/crd/sc00t013.htm>.

J.8 RESERVED

J.9 Service Contract Act Wage Determination No. 1994-2569, Revision No. 15, June 27, 2001

The following 11 pages constitute this attachment.

Page 1 of 11

****Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing****

OCCUPATION CODE AND TITLE

ADMINISTRATIVE SUPPORT AND CLERICAL: MINIMUM HOURLY WAGE

Accounting Clerk I	\$ 8.99
Accounting Clerk II	\$ 9.83
Accounting Clerk III	\$ 11.39
Accounting Clerk IV	\$ 14.88
Court Reporter	\$ 11.23
Dispatcher, Motor Vehicle	\$ 11.36
Document Preparation Clerk	\$ 9.40
Duplicating Machine Operator	\$ 9.40
Film/Tape Librarian	\$ 10.04
General Clerk I	\$ 7.33
General Clerk II	\$ 8.16
General Clerk III	\$ 9.56
General Clerk IV	\$ 10.72
Housing Referral Assistant	\$ 15.25
Key Entry Operator I	\$ 9.15
Key Entry Operator II	\$ 9.99
Messenger (Courier)	\$ 7.21
Order Clerk I	\$ 8.95
Order Clerk II	\$ 10.74
Personnel Assistant (Employment) I	\$ 10.09
Personnel Assistant (Employment) II	\$ 11.33
Personnel Assistant (Employment) III	\$ 12.67
Personnel Assistant (Employment) IV	\$ 15.12
Production Control Clerk	\$ 13.40
Rental Clerk	\$ 10.04
Scheduler, Maintenance	\$ 11.43
Secretary I	\$ 11.43
Secretary II	\$ 12.78
Secretary III	\$ 15.25
Secretary IV	\$ 17.09
Secretary V	\$ 18.91
Service Order Dispatcher	\$ 11.55
Stenographer I	\$ 9.34
Stenographer II	\$ 11.25
Supply Technician	\$ 17.09
Survey Worker (Interviewer)	\$ 11.23
Switchboard Operator-Receptionist	\$ 9.36
Test Examiner	\$ 12.78
Test Proctor	\$ 12.78

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Travel Clerk I	\$	10.61
Travel Clerk II	\$	11.17
Travel Clerk III	\$	11.86
Word Processor I	\$	9.78
Word Processor II	\$	10.98
Word Processor III	\$	12.28

AUTOMATIC DATA PROCESSING OCCUPATIONS

Computer Data Librarian	\$	9.14
Computer Operator I	\$	10.51
Computer Operator II	\$	12.97
Computer Operator III	\$	16.40
Computer Operator IV	\$	18.96
Computer Operator V	\$	20.34
Computer Programmer I (1)	\$	15.71
Computer Programmer II (1)	\$	18.55
Computer Programmer III (1)	\$	22.00
Computer Programmer IV (1)	\$	27.12
Computer Systems Analyst I (1)	\$	19.54
Computer Systems Analyst II (1)	\$	22.93
Computer Systems Analyst III (1)	\$	24.62
Peripheral Equipment Operator	\$	11.17

AUTOMOTIVE SERVICE OCCUPATIONS

Automotive Body Repairer, Fiberglass	\$	18.71
Automotive Glass Installer	\$	16.84
Automotive Worker	\$	16.84
Electrician, Automotive	\$	17.78
Mobile Equipment Servicer	\$	14.95
Motor Equipment Metal Mechanic	\$	18.71
Motor Equipment Metal Worker	\$	16.84
Motor Vehicle Mechanic	\$	18.71
Motor Vehicle Mechanic Helper	\$	14.00
Motor Vehicle Upholstery Worker	\$	15.88
Motor Vehicle Wrecker	\$	16.84
Painter, Automotive	\$	17.78
Radiator Repair Specialist	\$	16.84
Tire Repairer	\$	14.44
Transmission Repair Specialist	\$	18.71

FOOD PREPARATION AND SERVICE OCCUPATIONS

Baker	\$	15.66
Cook I	\$	13.97
Cook II	\$	15.66
Dishwasher	\$	9.89

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Food Service Worker	\$	9.89
Meat Cutter	\$	15.66
Waiter/Waitress	\$	11.04

FURNITURE MAINTENANCE AND REPAIR OCCUPATIONS

Electrostatic Spray Painter	\$	17.78
Furniture Handler	\$	11.71
Furniture Refinisher	\$	17.78
Furniture Refinisher Helper	\$	14.00
Furniture Repairer, Minor	\$	15.88
Upholsterer	\$	17.78

GENERAL SERVICES AND SUPPORT OCCUPATIONS

Cleaner, Vehicles	\$	9.89
Elevator Operator	\$	9.89
Gardener	\$	13.97
House Keeping Aid I	\$	8.76
House Keeping Aid II	\$	9.89
Janitor	\$	9.89
Laborer, Grounds Maintenance	\$	11.04
Maid or Houseman	\$	8.77
Pest Controller	\$	14.77
Refuse Collector	\$	9.89
Tractor Operator	\$	13.21
Window Cleaner	\$	11.04

HEALTH OCCUPATIONS

Dental Assistant	\$	12.20
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	\$	11.09
Licensed Practical Nurse I	\$	10.02
Licensed Practical Nurse II	\$	11.24
Licensed Practical Nurse III	\$	12.57
Medical Assistant	\$	11.24
Medical Laboratory Technician	\$	11.24
Medical Record Clerk	\$	11.24
Medical Record Technician	\$	13.54
Nursing Assistant I	\$	7.30
Nursing Assistant II	\$	8.20
Nursing Assistant III	\$	8.95
Nursing Assistant IV	\$	10.04
Pharmacy Technician	\$	12.19
Phlebotomist	\$	11.24
Registered Nurse I	\$	15.57
Registered Nurse II	\$	19.06
Registered Nurse II, Specialist	\$	19.06

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Registered Nurse III	\$	23.06
Registered Nurse III, Anesthetist	\$	23.06
Registered Nurse IV	\$	27.62

INFORMATION AND ARTS OCCUPATIONS

Audiovisual Librarian	\$	14.81
Exhibits Specialist I	\$	12.83
Exhibits Specialist II	\$	15.31
Exhibits Specialist III	\$	16.80
Illustrator I	\$	12.83
Illustrator II	\$	15.31
Illustrator III	\$	16.80
Librarian	\$	19.10
Library Technician	\$	11.23
Photographer I	\$	11.95
Photographer II	\$	15.35
Photographer III	\$	16.80
Photographer IV	\$	18.64
Photographer V	\$	20.69

LAUNDRY, DRY CLEANING, PRESSING AND RELATED OCCUPATIONS

Assembler	\$	7.92
Counter Attendant	\$	7.92
Dry Cleaner	\$	9.11
Finisher, Flatwork, Machine	\$	7.92
Presser, Hand	\$	7.92
Presser, Machine, Drycleaning	\$	7.92
Presser, Machine, Shirts	\$	7.92
Presser, Machine, Wearing Apparel, Laundry	\$	7.92
Sewing Machine Operator	\$	10.80
Tailor	\$	11.52
Washer, Machine	\$	8.64

MACHINE TOOL OPERATION AND REPAIR OCCUPATIONS

Machine-Tool Operator (Toolroom)	\$	17.78
Tool and Die Maker	\$	21.55

MATERIAL HANDLING AND PACKING OCCUPATIONS

Forklift Operator	\$	10.52
Fuel Distribution System Operator	\$	14.96
Material Coordinator	\$	12.51
Material Expediter	\$	12.51
Material Handling Laborer	\$	9.23
Order Filler	\$	11.28

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Production Line Worker (Food Processing)	\$	12.34
Shipping Packer	\$	10.30
Shipping/Receiving Clerk	\$	10.65
Stock Clerk (Shelf Stocker; Store Worker II)	\$	10.30
Store Worker I	\$	9.17
Tools and Parts Attendant	\$	11.45
Warehouse Specialist	\$	12.76

MECHANICS AND MAINTENANCE AND REPAIR OCCUPATIONS

Aircraft Mechanic	\$	18.66
Aircraft Mechanic Helper	\$	14.00
Aircraft Quality Control Inspector	\$	19.68
Aircraft Servicer	\$	15.88
Aircraft Worker	\$	16.84
Appliance Mechanic	\$	17.78
Bicycle Repairer	\$	14.44
Cable Splicer	\$	18.71
Carpenter, Maintenance	\$	17.78
Carpet Layer	\$	16.84
Electrician, Maintenance	\$	18.71
Electronics Technician, Maintenance I	\$	15.23
Electronics Technician, Maintenance II	\$	18.64
Electronics Technician, Maintenance III	\$	19.62
Fabric Worker	\$	15.88
Fire Alarm System Mechanic	\$	18.71
Fire Extinguisher Repairer	\$	14.95
Fuel Distribution System Mechanic	\$	18.71
General Maintenance Worker	\$	16.84
Heating, Refrigeration and Air Conditioning Mechanic	\$	18.71
Heavy Equipment Mechanic	\$	18.71
Heavy Equipment Operator	\$	16.64
Instrument Mechanic	\$	18.71
Laborer	\$	9.89
Locksmith	\$	17.78
Machinery Maintenance Mechanic	\$	18.71
Machinist, Maintenance	\$	18.71
Maintenance Trades Helper	\$	14.00
Millwright	\$	18.71
Office Appliance Repairer	\$	17.78
Painter, Aircraft	\$	17.78
Painter, Maintenance	\$	17.78
Pipefitter, Maintenance	\$	21.52
Plumber, Maintenance	\$	20.45
Pneudraulic Systems Mechanic	\$	18.71
Rigger	\$	18.71
Scale Mechanic	\$	16.84
Sheet-Metal Worker, Maintenance	\$	18.71

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Small Engine Mechanic	\$	16.84
Telecommunication Mechanic I	\$	18.71
Telecommunication Mechanic II	\$	19.68
Telephone Lineman	\$	18.71
Welder, Combination, Maintenance	\$	18.71
Well Driller	\$	18.71
Woodcraft Worker	\$	18.71
Woodworker	\$	14.95

MISCELLANEOUS OCCUPATIONS

Animal Caretaker	\$	12.19
Carnival Equipment Operator	\$	13.21
Carnival Equipment Repairer	\$	14.11
Carnival Worker	\$	9.89
Cashier	\$	8.22
Desk Clerk	\$	9.13
Embalmer	\$	16.57
Lifeguard	\$	9.02
Mortician	\$	16.57
Park Attendant (Aide)	\$	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$	8.14
Recreation Specialist	\$	12.64
Recycling Worker	\$	13.08
Sales Clerk	\$	9.36
School Crossing Guard (Crosswalk Attendant)	\$	9.89
Sport Official	\$	8.14
Survey Party Chief (Chief of Party)	\$	15.49
Surveying Aide	\$	9.73
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$	13.32
Swimming Pool Operator	\$	15.66
Vending Machine Attendant	\$	13.07
Vending Machine Repairer	\$	15.66
Vending Machine Repairer Helper	\$	13.07

PERSONAL NEEDS OCCUPATIONS

Child Care Attendant	\$	9.13
Child Care Center Clerk	\$	12.40
Chore Aid	\$	8.76
Homemaker	\$	12.64

PLANT AND SYSTEM OPERATION OCCUPATIONS

Boiler Tender	\$	18.71
Sewage Plant Operator	\$	20.45
Stationary Engineer	\$	18.71
Ventilation Equipment Tender	\$	18.71

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Water Treatment Plant Operator	\$	16.10
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PROTECTIVE SERVICE OCCUPATIONS

Alarm Monitor	\$	11.43
Corrections Officer	\$	18.00
Court Security Officer	\$	19.14
Detention Officer	\$	18.00
Firefighter	\$	18.02
Guard I	\$	8.74
Guard II	\$	10.97
Police Officer	\$	23.61

STEVEDORING/LONGSHOREMEN OCCUPATIONS

Blocker and Bracer	\$	14.84
Hatch Tender	\$	14.84
Line Handler	\$	14.84
Stevedore I	\$	13.98
Stevedore II	\$	15.85

TECHNICAL OCCUPATIONS

Air Traffic Control Specialist, Center (2)	\$	27.00
Air Traffic Control Specialist, Station (2)	\$	18.62
Air Traffic Control Specialist, Terminal (2)	\$	20.50
Archeological Technician I	\$	13.21
Archeological Technician II	\$	14.77
Archeological Technician III	\$	18.30
Cartographic Technician	\$	21.05
Civil Engineering Technician	\$	18.30
Computer Based Training (CBT) Specialist/Instructor	\$	22.47
Drafter I	\$	10.63
Drafter II	\$	11.95
Drafter III	\$	15.35
Drafter IV	\$	18.30
Engineering Technician I	\$	13.26
Engineering Technician II	\$	14.88
Engineering Technician III	\$	17.97
Engineering Technician IV	\$	21.05
Engineering Technician V	\$	26.52
Engineering Technician VI	\$	35.66
Environmental Technician	\$	16.49
Flight Simulator/Instructor (Pilot)	\$	23.38
Graphic Artist	\$	19.54
Instructor	\$	17.16
Laboratory Technician	\$	14.26
Mathematical Technician	\$	18.31

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Paralegal/Legal Assistant I	\$	12.15
Paralegal/Legal Assistant II	\$	15.01
Paralegal/Legal Assistant III	\$	16.72
Paralegal/Legal Assistant IV	\$	22.21
Photooptics Technician	\$	18.31
Technical Writer	\$	17.05
Unexploded (UXO) Safety Escort	\$	17.16
Unexploded (UXO) Sweep Personnel	\$	17.16
Unexploded Ordinance (UXO) Technician I	\$	17.16
Unexploded Ordinance (UXO) Technician II	\$	20.76
Unexploded Ordinance (UXO) Technician III	\$	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	\$	14.26
Weather Observer, Senior (3)	\$	15.85
Weather Observer, Upper Air (3)	\$	14.26

TRANSPORTATION/MOBILE EQUIPMENT OPERATION OCCUPATIONS

Bus Driver	\$	12.18
Parking and Lot Attendant	\$	8.05
Shuttle Bus Driver	\$	11.48
Taxi Driver	\$	10.80
Truckdriver, Heavy Truck	\$	14.35
Truckdriver, Light Truck	\$	11.48
Truckdriver, Medium Truck	\$	12.18
Truckdriver, Tractor-Trailer	\$	14.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 per hour or \$80.80 per week or \$350.13 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are full-time employed (40 hours per week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e., occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or

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appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST OF AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{ Standard Form 1444 (SF 1444) }**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. { See Section 4.6 (C)(vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section K **Part IV -- Representations, Certifications, and
Other Statements of Offerors**

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K.1 FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

- a. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- b. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- c. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 FAR 52.204-3 Taxpayer Identification (Oct 1998)

a. *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- b. All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),

reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- c. The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- d. *Taxpayer Identification Number (TIN).*
- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.
- e. *Type of organization.*
- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.
- f. *Common parent.*
- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
- Name _____
- TIN _____

K.3 FAR 52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

- a. *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- b. *Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]*

The offeror represents that it:

[] is a women-owned business concern.

K.4 FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

- a. 1. The Offeror certifies, to the best of its knowledge and belief, that:
- i. The Offeror and/or any of its Principals:
 - A. Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - B. Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - ii. The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's

responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 FAR 52.219-1 Small Business Program Representations (Apr 2002) (Alternate I, Apr 2002)

- a.
 - 1. The North American Industry Classification System (NAICS) code for this acquisition is 621111.
 - 2. The small business size standard is \$6M.
 - 3. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

b. *Representations.*

- 1. The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- 2. *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- 3. *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

- 4. *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

- 5. *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]*

The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

6. *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents, as part of its offer, that:

- i. It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - ii. It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
7. *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]*

The offeror shall check the category in which its ownership falls:

- ☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
☐ Individual/concern, other than one of the preceding.

- c. *Definitions.* As used in this provision:

"Service-disabled veteran-owned small business concern":

1. Means a small business concern:
 - i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- ii. The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
2. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern:

1. Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
2. The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern:

1. That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
2. Whose management and daily business operations are controlled by one or more women.

d. *Notice.*

1. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
2. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:
 - i. Be punished by imposition of fine, imprisonment, or both;
 - ii. Be subject to administrative remedies, including suspension and debarment; and
 - iii. Be ineligible for participation in programs conducted under the authority of the Act.

K.6 FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that:

- a. It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- b. It [] has, [] has not filed all required compliance reports; and
- c. Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.7 FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that:

- a. It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- b. It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8 FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.9 FAR 52.223-4 Recovered Material Certification (Oct 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.10 FAR 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 2000)

- a. Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- b. By signing this offer, the offeror certifies that:
 1. As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the

contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

2. None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*
 - ☐ i. The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - ☐ ii. The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - ☐ iii. The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - ☐ iv. The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
 - ☐ v. The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 FAR 52.225-2 Buy American Act Certificate (May 2002)

- a. The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

- b. Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- c. The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.12 FAR 52.227-6 Royalty Information (Apr 1984)

- a. *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
 1. Name and address of licensor.
 2. Date of license agreement.
 3. Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 4. Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 5. Percentage or dollar rate of royalty per unit.
 6. Unit price of contract item.
 7. Number of units.
 8. Total dollar amount of royalties.
- b. *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.13 FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (May 1999)

- a. This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- b. As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

- c. The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]:

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

K.14 FAR 52.230-1 Cost Accounting Standards Notices and Certification (June 2000)

[Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.]

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

- a. Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- b. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

c. Check the appropriate box below:

☐ 1. *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- i. Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- ii. One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ 2. *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ 3. *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ 4. *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the

offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes
☐ No

K.15 DEAR 952.204-73 Facility Clearance (May 2002)

NOTICES

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office that issued this solicitation.

a. Use of Certificate Pertaining to Foreign Interests, Standard Form 328

1. The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.
2. Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
3. Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

b. Definitions

1. Foreign Interest means any of the following:
 - i. A foreign government, foreign government agency, or representative of a foreign government;
 - ii. Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
 - iii. Any person who is not a citizen or national of the United States.
2. *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

- c. Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:
 - 1. A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
 - 2. A contract or proposed contract containing the appropriate security clauses;
 - 3. Approved safeguards and security plans that describe protective measures appropriate to the activities being performed at the facility;
 - 4. An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
 - 5. A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
 - 6. Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
 - 7. Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- d. A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- e. A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- f. Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide

responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

**NOTICE TO OFFERORS - CONTENTS REVIEW
(PLEASE REVIEW BEFORE SUBMITTING)**

Prior to submitting the Standard Form 328, required by paragraph a.1. of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

K.16 DEAR 952.226-70 Subcontracting Goals Under Section 3021(a) of the Energy Policy Act of 1992 (P.L. 102-486) (Jun 1996)

- a. Definition -- Energy Policy Act target groups, as used in this provision, means:
 1. An institution of higher education that meets the criteria of 34 CFR 600.4(a) and has a student enrollment that consists of at least 20 percent:
 - i. Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or
 - ii. Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;
 2. Institutions of higher learning determined by the Secretary of Education to be Historically Black Colleges and Universities pursuant to 34 CFR 608.2; and
 3. Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and

economically disadvantaged within the meaning of the section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

- b. Section 3021 of the Energy Policy Act (P.L. 102-486) establishes a goal of award of 10 percent of the contract dollar value for prime and subcontract Energy Policy Act awards to Energy Policy Act target groups.
- c. The offeror, if other than one of the three groups specified in paragraph (a) of this clause, shall submit, as part of its business management proposal or, if this solicitation requires the submission of a Small, Small Disadvantaged and Women-Owned Subcontracting Plan, then as part of that plan, unless otherwise stated in the proposal preparation instructions, individual subcontracting goals for each of the three Energy Policy Act target groups. Individual goals shall be expressed in terms of a percentage of the offeror's proposed contract dollar value. In addition, the offeror shall provide a description of the nature of the effort to be performed by each of the three groups, and, if possible, the identity of the contemplated subcontractor(s).
- d. Unless otherwise stated, such goals shall be considered in the evaluation of the Business Management Proposal as discussed in Section M of this solicitation or, if applicable, as part of the evaluation of the Small, Small Disadvantaged and Women-Owned Subcontracting Plan.

K.17 DEAR 952.226-73 Energy Policy Act Target Group Representation (Sep 1997)

- a. The offeror is:
 - 1. ____ An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent:
 - i. Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or
 - ii. Native Americans, i.e., American Indians, Eskimos, Aluets, and Native Hawaiians, or any combination thereof;
 - 2. ____ An institution of higher learning determined to be a Historically Black College and University by the Secretary of Education pursuant to 34 CFR 608.2; or
 - 3. ____ A small business concern, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that is owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.
- b. By submission of an offer, the offer agrees to provide to the Contracting Officer, upon request, evidence satisfactory to the contracting officer that the offeror is an entity from the Energy Policy Act target group identified.

K.18 Signature/Certification

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the bidder/offeror, as contained herein, concern

matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the matter subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee
Responsible for the Bid/Offer

Date of Execution

Typed Name and Title of the Officer or Employee
Responsible for the Bid/Offer

Name and Address of Organization

SOLICITATION NUMBER